


**South Carolina Department of Health
and Environmental Control**
Division of Procurement Services
Invitation for Bid
Solicitation No.: IFB-29569-09/28/2006-JCJ

Date Issued: 09/06/2006

Procurement Officer: James C. Jackson

Phone No.: 803-898-3472

E-mail Address: jacksoc@dhec.sc.gov

DESCRIPTION: Contract To Provide Record Storage, Retrieval, and Distribution Services
The Term "Offer" Means Your "Bid" or "Proposal"

 SUBMIT OFFER BY (Opening Date/Time): **28 Sep 2006 2:30 pm E.T.**

See provision entitled "Deadline For Submission Of Offer"

 NUMBER OF COPIES TO BE SUBMITTED: **One (1) original**

 QUESTIONS MUST BE RECEIVED BY: **18 Sep 2006 5:00 p.m. ET**

See provision entitled "Questions From Offerors"

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
SC DHEC Division of Procurement Services Bureau of Business Management 2600 Bull Street Columbia, S.C. 29201	SC DHEC Division of Procurement Services Bureau of Business Management 2600 Bull Street, Room 1200 – Aycock Bldg. Columbia, S. C. 29201

Offers Must Be Sealed: See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	Award will be posted on 06 Oct 2006 . The award, this solicitation, and any amendments will be posted at the following web address: http://www.scdhec.net/procurement .
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You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of thirty (30) calendar days after the opening date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other <small>(See provision entitled "Signing Your Offer")</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		
TITLE <small>(Business title of person signing above)</small>		
PRINTED NAME <small>(Printed name of person signing above)</small>	DATE	

Instructions regarding offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

OFFEROR'S HOME OFFICE ADDRESS <small>(Address for the offeror's principal place of business)</small>		
CITY	STATE	ZIP CODE
PHONE	FACSIMILE	E-MAIL
STATE OF INCORPORATION <small>(If offeror is a corporation, identify the state of Incorporation)</small>		
TAXPAYER IDENTIFICATION NO. <small>(See provision entitled Taxpayer Identification Number)</small>		

Solicitation Outline

I.	Scope of Solicitation	Page 2
II.	Instructions to Bidders	Pages 2-3
	A. General Instructions	Pages 3-8
	B. Special Instructions	Pages 8-10
III.	Scope of Work / Specifications	Pages 10-12
IV.	Information for Offerors to Submit	Pages 12
V.	Qualifications	Pages 12-13
VI.	Award Criteria	Page 13
VII.	Terms and Conditions	Pages 13-17
	A. General	Pages 13-16
	B. Special	Pages 16-17
VIII.	Bidding Schedule / Cost Proposal	Pages 17-18
IX.	Attachments to Solicitation	Pages 18-23
	A. Important Tax Notice – Nonresidents Only	Pages 18-20
	B. Income Tax Credit	Page 21
	C. Bidder's Checklist	Page 22
	D. Provisions and Clauses by Reference (Materials Management Office)	Page 23

Maximum Contract Period: Five Years From Date of Purchase Order

I. Scope of Solicitation

Scope of Services

The purpose of this bid invitation is to provide a contract for records storage and distribution services for the South Carolina Department of Health and Environmental Control Region Seven (7), including Charleston, Dorchester and Berkeley Counties.

II. Instructions to Bidders

DISCUSSIONS AND NEGOTIATIONS: By submission of a bid, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Procurement Officer responsible for the procurement. Infractions may result in rejection of the violator's bid.

BIDDER'S RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Invitation to Bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

ADDITIONAL DOCUMENTATION: When specifications or descriptive literature are submitted with your solicitation response, include the name of the person or organization submitting the solicitation response on those addenda.

CORRECTION OR ERRORS ON THIS BID FORM: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, correction entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the specified time for opening.

ITEM SUBSTITUTION: (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on any purchase orders without written permission from the Division of Procurement Services, South Carolina Department of Health and Environmental Control.

A. General Instructions

AMENDMENTS TO SOLICITATION (AUG 2004) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.scdhec.net/procurement (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

AWARD NOTIFICATION (AUG 2004) Notice regarding the State's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the sixteenth day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT (AUG 2004) By submitting Your Bid or Proposal, You are offering to enter into a contract with the South Carolina Department of Health and Environmental Control. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

PROCUREMENT AGENT All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

DEADLINE FOR SUBMISSION OF OFFER (AUG 2004) Any Offer received after the procurement officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DEFINITIONS (AUG 2004) Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

- (1) **AMENDMENT** - means a document issued to supplement the original solicitation document.
- (2) **BOARD** - means the South Carolina Budget & Control Board.
- (3) **BUYER** - means the Procurement Officer.
- (4) **COVER PAGE** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

- (5) OFFER - means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
- (6) OFFEROR - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
- (7) PROCUREMENT OFFICER - means the person, or his successor, identified as such on the Cover Page.
- (8) YOU and YOUR - means Offeror.
- (9) SOLICITATION - means this document, including all its parts, attachments, and any Amendments.
- (10) STATE - means the Using Governmental Unit(s) identified on the Cover Page.
- (11) SUBCONTRACTOR - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
- (12) USING GOVERNMENT UNIT - means the unit(s) of government identified as such on the Cover Page.

DUTY TO INQUIRE (AUG 2004) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

OMIT TAXES FROM PRICE (AUG 2004) Do not include any taxes in your price that the State may be required to pay.

PROTESTS (AUG 2004) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate chief procurement officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]. Direct all correspondence to the Chief Procurement Officer for Goods & Services, Attn.: Voight Shealy, Materials Management Office, 1201 Main Street, Suite 600, Columbia, South Carolina, 29201.

PUBLIC OPENING (AUG 2004) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (AUG 2004) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening **unless otherwise stated on the Cover Page**. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer - as soon as possible - regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

RESPONSIVENESS / IMPROPER OFFERS (AUG 2004)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposal, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (AUG 2004) By submitting an Offer, you agree not to discuss this procurement activity in any way with any South Carolina Department of Health and Environmental Control employee, agent or official. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

SIGNING YOUR OFFER (AUG 2004) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

BID ACCEPTANCE PERIOD (AUG 2004) In order to withdraw your offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (AUG 2004) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (AUG 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

DRUG-FREE WORKPLACE CERTIFICATION (AUG 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

ETHICS ACT (AUG 2004) By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employees – Section 8-13-705, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-725, (d) Use or disclosure of confidential information – Section 8-13-72, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

REJECTION/CANCELLATION (AUG 2004) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [S.C. Code Section 11-35-1710 & Regulation 19-445.2065.]

STATE OFFICE CLOSINGS (AUG 2004) If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the solicitation on the work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to

reschedule bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

TAXPAYER IDENTIFICATION NUMBER (AUG 2004)

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (AUG 2004) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidders or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by the S. C. Code Section 11-35-1520 and Regulation 19-445.2085.

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final

contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (AUG 2004) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (AUG 2004) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 - Definition for Minority Subcontractor & SC §11-35-5230 (B) - Regulations for Negotiating with State Minority Firms.

B. Special Instructions

SUBMISSION OF QUESTIONS

All questions, request for information or requests for clarification regarding this Invitation for Bid must be submitted as indicated below. Questions, request for information or requests for clarification must be submitted in writing either by mail or faxed and received no later than **5:00 pm EST on SEP 18, 2006**. No further questions will be addressed after this date. A response in the form of a written amendment to the IFB will be mailed to all bidders and posted on the DHEC's Division of Procurement Services website (www.scdhec.net/procurement).

Mark envelopes on questions mailed:
Title: Record Storage and Distribution Services
Attn.: James C. Jackson

QUESTIONS: IFB #29569-09/28/2006-JCJ

QUESTIONS MAY BE E-MAILED TO:
jacksojc@dhec.sc.gov

OR

FAXED TO:
803-898-3505

ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE DAILY BY 10:30 A.M
(EXCLUDING WEEK-ENDS AND HOLIDAYS).

INVITATION TO BIDS SUBMITTED VIA THE DIVISION OF PROCUREMENT SERVICES,
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S
FASCIMILE MACHINE ARE UNACCEPTABLE.

SOUTH CAROLINA RESIDENT VENDOR PREFERENCE

SOUTH CAROLINA RESIDENT VENDOR PREFERENCE: A vendor is considered to be a resident of this state if the vendor is authorized to transact business within the State, *maintains an office in the State, maintains a minimum \$10,000.00 representative inventory at the time of the bid, or is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and has paid all assessed taxes. (Re: section 11-35-1524 of the South Carolina Procurement Code).

All bidders requesting this preference must place your initials here. _____

*ADDRESS & PHONE # OF S.C. OFFICE. (TO BE COMPLETED IF MAKING CLAIM)

ADDRESS _____ PHONE # _____

>>>>>PREFERENCE DOES NOT APPLY TO PROCUREMENTS UNDER \$10,000.00<<<<<<

SC/US MADE, MANUFACTURED OR GROWN END-PRODUCT REFERENCE: By signing and checking the appropriate space(s) provided and **identified on the bid pricing schedule**, vendor certifies that the end-product(s) as shown in this bid are either made, manufactured or grown in South Carolina or other states of the United States. Note: The above preferences do not apply to a vendor of goods whether in quantity or not when the price of single item is more than thirty thousand dollars.

REJECTION: The State reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the State.

DISCUSSION WITH BIDDERS: Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the Invitation to Bids.

Bidding Instructions

The specifications listed here are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The bidder must include with his bid, supporting product data sufficient for the State to determine equality and acceptability. The right is reserved to reject any offering in which the items offered are considered unsatisfactory in any manner. The State will determine if minor deviations from the listed features are acceptable.

III. Scope of Work / Specifications

The detailed specifications listed below must be complied with in providing the services identified herein.

A. GENERAL

1. **INVOICING:** Invoice must be itemized and sent to:
S.C. Department of Health and Environmental Control
Finance Division
2600 Bull Street
Columbia, SC 29201-1708.
DHEC reserves the rights to have the vendor provide separate invoices for each program area.
2. **CONTACT PERSON:** The contact person for all aspects (questions, submission of the pre-production proof prior to printing, etc) of this solicitation is:
James C. Jackson, Procurement Officer, Procurement Services Division
Bureau of Business Management
(803) 898-3472
3. **QUANTITIES:** Approximately 3500 cubic feet stored during the first year with estimated increases of 600 cubic feet per year for each year thereafter.
 - 3.1 The quantities indicated are good faith estimates. DHEC reserves the right to increase or decrease the quantity to reflect changes in workload, program support and funding. No minimum or maximum quantity can be guaranteed.**LOCATION OF CONTRACTOR'S RECORD STORAGE FACILITY:** The contractor's record storage facility must be located within the Region Seven (7) Health District which includes the following counties: Charleston, Berkeley and Dorchester.
4. **OPERATIONAL QUALIFICATIONS:** The apparent low bidder must have two (2) separate bonds:
 - a.) One bond for a minimum of \$10,000 to cover the Company for insurance against damage to records caused by fire, water etc.
 - b.) Contractor's employees directly involved in the transporting and storage of confidential papers must be covered under a fidelity bond against dishonesty for a minimum of \$10,000.Offeror's operation must have 24 hour, 365 days per year security. .
NOTE: The apparent low bidder must provide a copy of the bonds listed above within 7 calendar days of verbal or written notification by DHEC and at no additional charge.

VENDOR MUST SPECIFY TYPE OF BOND SECURITY IN THE BID RESPONSE

5. **ASSESSMENT REPORT:** The apparent low bidder must provide a copy of their Public Records Storage Assessment Report issued by the SC Department of Archives and History. The Assessment Report cannot be more than 3 years old. DHEC will consider contractors who do not currently have an Assessment Report if the contractor will obtain an assessment from the South Carolina Department of State Archives and History
6. **REPUTABILITY QUALIFICATIONS** The apparent low bidder must provide the names, addresses, and phone numbers of (3) three clients within a 120 mile radius of Charleston, S.C. where similar service of the required record storage and distribution services are being rendered. DHEC reserves

the right to consider an offeror non-responsible if a reference reveals serious problems with services provided.

NOTE: The apparent low bidder must provide a copy of the reputability qualifications listed above within 7 calendar days of verbal or written notification by DHEC and at no additional charge.

7. **STORAGE CONTAINERS:** DHEC will provide the records in cubic foot storage boxes measuring approximately 15" x 12" X 10".
8. **RECORDS TRANSMITTAL AND RECEIPT:** DHEC will complete a Records Transmittal and Receipt Form and submit it with the records.

B. SPECIFIC PROGRAM REQUIREMENTS

1. RECORDS RECEIVING:

The contractor must be able to provide all costs for labor, transportation and data processing services required to perform the records receiving function for the records maintained under this contract. The following service functions are identified below:

- a) The collection, pick up and relocation of records from DHEC, Region Seven (7) Offices to the contractor's records storage facility.
- b) The contractor shall enter all information generated by the Agency Records Transmittal form into an automated inventory control system. The system must be capable of providing the following information for each record carton received and stored:
 - 1) Records retention schedule number.
 - 2) Agency's record carton number.
 - 3) The location of the record carton in the storage facility
 - 4) Description of record carton contents up to 175 characters per record carton
 - 5) Date record carton was entered into storage from the agency
 - 6) Originating department
 - 7) Date of final record disposition
 - 8) The quantity to total records stored by the agency and/or department with a description of each record carton.
- c) Contractor will provide reports listing all record cartons received in the system after the records receiving function is completed and all subsequent record cartons entering the system on a monthly basis including the DHEC party that submitted the records for storage.
- d) All records on hand at the first of each month and any additional items received through the fifteenth of the same month will be charged a full month's storage rate.
- e) All records received after the fifteenth of the month will be charged one-half of the month's storage rate.

NOTE: DHEC reserves the right to deliver records directly to the contractor's storage facility.

2. RECORDS STORAGE FACILITY:

- a) Storage of the records must comply, for the duration of the contract, with Regulation R-12-1000 et. al. Code of Laws of South Carolina, 1976, as amended.
- b) Access to the records must be strictly controlled with only authorized DHEC personnel permitted to request retrieval of information or record cartons.

3. RECORDS REFERENCING: The contractor must provide a comprehensive system of record accessing and refilling by the individual record and/or the record carton. This service function must be provided upon request during normal agency business hours (Monday through Friday 8:00 AM to 5:00 PM) and includes the following basic requirements:

- a.) Upon receipt of an authorized program area request for a record carton or individual record, the contractor shall locate the carton, pull the record, document the record

transaction and receipt, and prepare the record or carton for delivery to or pick-up by the agency within a 24 hour period.

- b.) Upon completion of the record review by the agency the contractor shall receive the individual record or record carton, document receipt, re-file the record carton to its original location in the storage facility. The order of the record in the record carton must be preserved to ensure the integrity of the identification system.
- c.) Authorized DHEC personnel reserves the right to deliver and retrieve records directly from the contractor's storage facility. The contractor shall receive, unload and verify all record transactions with the DHEC's authorized receiving personnel.
- d.) Delivery schedules will be determined by the DHEC and adhered to by the contractor.

4. **RECORDS DISPOSAL:** By July 31st of each year the contractor shall notify DHEC of any records that are eligible for disposition as described on the Records Transmittal Form submitted with the records. The date the record is eligible for disposition will be on the transmittal form that is completed when the record is sent for offsite storage. Upon written notification from DHEC, the contractor will dispose of the record and send documentation of the records disposition. Confidential records will be disposed by shredding and recycling. Non-confidential records will be disposed by recycling.

IV. Information for Bidders to Submit

Do not include more than one bid invitation per envelope. If directing any other correspondence address the envelope to the Procurement Officer, but do not include the bid number on this envelope since it does not include your bid.

By submission of a bid, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period.

All bidders must include the latest catalog and/or specification sheets on item(s) bid.

Bidding Schedule/Cost Proposal Section VIII

Bidders bidding other than specified must comply with the name brand or equal clause in the solicitation.

Specifications – All items must equal or exceed the specification listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.

All interpretations of the specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding the contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered that become the property of the State of South Carolina and will not be returned. Reference to literature submitted previously will not satisfy this provision.

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

V. Qualifications

BIDDERS QUALIFICATION: Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The South Carolina Department of Health and Environmental Control reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

VI. Award Criteria

AWARD CRITERIA: The award will be made by total to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this Invitation to Bid. A copy of the award notice shall be posted on the Division of Procurement Services, South Carolina Department of Health and Environmental Control's website, <http://scdhec.net/procurement> and/or the award is accessible by computer in the lobby of DHEC at the 2600 Bull Street, Columbia, S. C.

UNIT PRICE GOVERNING: Unit prices will govern over extended prices unless otherwise stated in bid invitation.

TIE BIDS: Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.

VII. Terms and Conditions

A. General

ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

CONTRACT AMENDMENTS, MODIFICATIONS, & CHANGE ORDERS: Any change orders, alterations, amendments, or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Officer responsible for this solicitation and the contractor. All questions, problems, or changes arising after award of this contract shall be directed to the Procurement Office responsible for this solicitation (listed on front page), at Division of Procurement Services, South Carolina Department of Health and Environmental Control, 2600 Bull Street, Columbia, South Carolina 29201

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

SAVE HARMLESS: (This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and all state officers,

agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade make or copyright. Bidder shall have no liability to the State if such patent; trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.

IDEMNIFICATION: The State of South Carolina, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outline by the contractor in the descriptive literature or specifications submitted with the contractor's proposal.

RISK OF LOSS: The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

RECORDS RETENTION & RIGHT TO AUDIT: The State shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The State may conduct, or have conducted, performance audits of the contractor. The State may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the State. Pertaining to all audits, contractor shall make available to the State access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the State.

QUALITY OF PRODUCT: (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging for Information Technology procurements as define in Section 11-35-310 of the procurement code, it items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five (5) days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the Invitation to Bid.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sales of Goods shall not apply to this agreement.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Division of Procurement Services, South Carolina Department of Health and Environmental Control.

PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the State shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

PUBLICITY RELEASES: The contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250-4, and 60-741.4.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The State of South Carolina requires all contractual activities to be in compliance with local, State, and federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "The Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

TERMINATION: Subject to the provisions below, any contract may be terminated for any reason by the Division of Procurement Services, South Carolina Department of Health and Environmental Control provided a thirty (30) days advance notice in writing is given to the contractor.

Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the State of South Carolina.

For Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the State without the required thirty (30) days advance written notice, then the State shall negotiate reasonable termination costs, if applicable.

For Cause: Termination by the State for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

Default: In case of default on contractor, the State reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

LEGAL OR CONSULTANT SERVICES: If this contract is for legal or consultant services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this Invitation to Bid. The State will consider the contractor to be the sole point of contact with regard to contractual matters.

SUBCONTRACTING: If any part of the work covered by this Request for Invitation to Bid is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the State. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the State pursuant to this contract shall belong exclusively to the State.

CONFIDENTIALITY POLICY: The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains. The contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or over heard while performing work pursuant to this contract. The contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.

MATERIAL SAFETY DATA SHEETS (MSDS):

Outside Contractor Program: If applicable to scope of contract, contracted employees working on DHEC properties are entitled to have information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to have information about hazardous chemicals brought to the facilities by contractors. To assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:

- A. Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense
- B. Contractor to provide a copy of the Material Safety Data Sheets (MSDS) with each product when the item is shipped to DHEC..
- C. DHEC reserves the right to refuse any contractor permission to bring any chemicals onto DHEC property.

B. Special

Unless otherwise specified, all deliveries and pick ups shall be made to the following address:

ANTICIPATED PICK UP/DELIVERY: S. C. Department of Health and Environmental Control
Region Seven (7) Health District
Office locations in Charleston, Berkeley and Dorchester
Counties.

3 Charleston Center Drive Charleston, SC 29401-1162	Harborview Towers Room 302 19 Hagood Street Charleston, SC 29425	1941 Savage Road, Ste. 300-E Charleston, SC 29407
1189 Iron Bridge Road Suite 100 Mount Pleasant, SC 29464	3963 Whipper Barony Lane Charleston Heights, SC 29405	2070 Northbrook Blvd. A-20 Charleston, SC
109 West Main Street Moncks Corner, SC 29461	106 Westview Drive Goose Creek, SC 29455	201 Gavin Street St. George, SC 29477
500 N. Main Street Summerville, SC 29483	405 N. Maple Street Suite 4 Summerville, SC 29483	

DELIVERIES: Shall be FOB destination, freight prepaid. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier.

CONTRACT TERM/OPTION TO EXTEND

INITIAL CONTRACT PERIOD: DATE OF AWARD AND CONTINUING THROUGH ONE (1) YEAR.

A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed four (4) additional one (1) year periods. Either party may elect not to extend this contract on the anniversary date, DHEC's Division of Procurement Services must be notified in writing at least ninety (90) days prior to the anniversary date.

PRICE ADJUSTMENT BASED ON CONTRACTOR'S COSTS:

Any request for price increase must be submitted to DHEC's Division of Procurement Services at least ninety (90) days prior to the automatic renewals date. (Price increases will only become effective if approved in writing by DHEC's Division of Procurement Services). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions as determined by the Contract Administrator.

VIII. Bidding Schedule / Cost Proposal

TAXES: Prices are to be exclusive of all sales, use, and like taxes.

ITEM 1 600 cubic feet. Records Receiving including use of vendor courier services. See # 1 of Specific Program Requirements.

Unit Price Per Cubic Foot \$ _____ Total Price: \$ _____

ITEM 2 3500 cubic feet. Storage of records for one (1) month. See # 2 of Specific Program Requirements Conditions.

Unit Price Per Cubic Foot per month: \$ _____ Total Price for one month: \$ _____

ITEM 3 50 Accessing records using vendor courier services. See # 3 of Specific program Requirements.

Unit Price Per Record (Where a record is a Cubic Foot OR file): \$ _____ Total Price per Record: \$ _____

ITEM 4 50 Re-filing of accessed records using vendor courier services. See # 3 of Specific Program Requirements.

Unit Price Per Record (Where a record is a Cubic Foot OR file): \$ _____ Total Price per Record: \$ _____

ITEM 5 3500 cubic feet. Permanent records withdrawal from contractor's storage facility and delivery to DHEC Region Seven (7) Offices.

Unit Price Per Cubic Foot \$ _____ Total Price: \$ _____

Type of Bond Security _____

TOTAL BID PRICE, ALL ITEMS: _____

OPTIONS: Item listed below are options DHEC reserves the right to use:

ITEM 1 600 cubic feet. Records Receiving with DHEC personnel transporting records to contractor's facility.

See # 1 of Specific Program Requirements.

Unit Price Per Cubic Foot: \$ _____ Total Price: \$ _____

ITEM 2 50 Accessing records using DHEC personnel at contractor's storage facility.
See # 3 of Specific Program Requirements.

Unit Price Per Record (Where a record is a Cubic Foot OR file): \$ _____ Total Price per Record: \$ _____

ITEM 3 50 Re-filing of records at contractor's storage facility using DHEC personnel.
See # 3 of Specific Program Requirements

Unit Price Per Record (Where a record is a Cubic Foot OR file): \$ _____ Total Price per Record: \$ _____

ITEM 4 Cost to dispose of records by shredding and then recycling:

\$ _____ per 100 lbs.

ITEM 5 Cost to dispose of records by recycling:

\$ _____ per 100 lbs.

ITEM 6 3500 cubic feet. Permanent records withdrawal from contractor's storage facility with DHEC personnel picking up records from storage facility.

Unit Price Per Cubic Foot \$ _____ Total Price: \$ _____

* The quantities in items 3 and 4 of the bidding schedule are for evaluation purposes only. It is possible that more than one chart or cubic foot would be needed at that one call.

BID ACCEPTANCE AND DELIVERY STATEMENT:

In compliance with the invitation and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within 60 days from date of opening, to furnish any or all items/services quoted at the prices set forth.

IX. Attachments to Solicitation

1. Important Tax Notice – Nonresidents Only
2. Income Tax Credit
3. Bidder's Checklist
4. Provisions and Clauses by Reference

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers

with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312

(Rev. 6/26/01)

3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____
4. Federal Identification Number: _____
5. _____ Hiring or Contracting with:
Name: _____
Address: _____
- _____ Receiving Rentals or Royalties From:
Name: _____
Address: _____
- _____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue
 Date of Registration: _____
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) _____ (Seal) _____ Date _____

If Corporate officer state title: _____

(Name - Please Print)

INCOME TAX CREDIT

References: SC §12-6-3350 – Income Tax Credit for State Contractors Having Subcontracts with MINORITY Firms

Taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits.

The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

Questions regarding the tax credit and how to file are to be referred to:

SC Department of Revenue

Research and Review

Phone: (803) 898-5786

FAX: (803) 898-5888

Reference: SC §11-35-5010-Definition for Minority Subcontractor
SC §11-35-5230 (B)–Regulations for Negotiating with State Minority Firms

The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process.

Questions regarding subcontractor certification are to be referred to:

Governor's Office of Small and
Minority Business Assistance

Phone: (803) 734-0657

FAX: (803) 734-2498

BIDDER'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

**REVIEW THIS CHECKLIST PRIOR TO SUBMITTING YOUR BID.
IF YOU FAIL TO FOLLOW THIS CHECKLIST, YOU RISK HAVING YOUR BID REJECTED.**

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOID BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! ***AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!*** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.
You do not need to return this checklist with your response.

PROVISIONS AND CLAUSES BY REFERENCE

THE FOLLOWING S.C. STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES ARE INCORPORATED HEREIN BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL TEXT. THE FULL TEXT OF THESE PROVISIONS AND CLAUSES IS AVAILABLE ON THE MATERIALS MANAGEMENT OFFICE WEBSITE AT www.state.sc.us/mmo/ops/chgbid.doc AND IS POSTED AT THE MATERIALS MANAGEMENT OFFICE.

STANDARD SOLICITATION PROVISIONS

(APPLIES TO ALL SOLICITATIONS)

AWARD CRITERIA
REJECTION
INSTRUCTIONS TO BIDDERS
UNIT PRICE GOVERNING
BIDDERS QUALIFICATION
INDEMNIFICATION

ORDER OF PRECEDENCE
CORRECTION OF ERRORS
RECORDS RETENTION
DISCUSSION WITH BIDDERS
RISK OF LOSS

GENERAL CONTRACT CLAUSES

(APPLIES AS INDICATED BELOW)

OPEN MARKET CONTRACTS

DEFAULT
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT

GOVERNING LAW
ASSIGNMENT
AFFIRMATIVE ACTION
CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES

STATEWIDE TERM CONTRACTS**AGENCY CONTRACTS**

DEFAULT
NON-APPROPRIATIONS
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT
GOVERNING LAW
TERMINATION
ASSIGNMENT
AFFIRMATIVE ACTION
ITEM SUBSTITUTION
RESTRICTIONS/LIMITATIONS
PURCHASES FROM OTHER SOURCES
CONTRACT PARTICIPATION
CONTRACT AMENDMENTS
PROTECTION OF HUMAN HEALTH
PAYMENT FOR GOODS & SERVICES
SOUTH CAROLINA PURCHASING CARD
CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS

DEFAULT
NON-APPROPRIATIONS
CONTRACT ADMINISTRATION
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